



# STATE OF MARYLAND

## Department of General Services Instructions to Bidders for Construction Projects

Department of General Services  
Ellington Churchill, Jr., *Secretary*  
301 W. Preston Street  
Baltimore, Maryland 21201

Board of Public Works  
Lawrence J. Hogan, Jr., *Governor*  
Peter Franchot, *Comptroller*  
Nancy K. Kopp, *Treasurer*

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**1. NOTICE TO BIDDERS:**

A. GENERAL:

As provided in this document, references to “Bidder” shall be deemed to include “Offeror”, and references to “bid” shall be deemed to include “Proposal”, where appropriate. Provisions of State statutes and regulations are incorporated into the contract pursuant to COMAR (Code of Maryland Regulations) 21.03.01.05B.

B. PROJECT CLASSIFICATION:

The Department will estimate the cost of the contract and classify it as falling within one of the following cost groups:

<u>Estimate</u>	<u>Class</u>
Up to \$100,000	A
\$100,000 to \$500,000	B
\$500,000 to \$1,000,000	C
\$1,000,000 to \$2,500,000	D
\$2,500,000 to \$5,000,000	E
\$5,000,000 to \$10,000,000	F
\$10,000,000 to \$15,000,000	G
Over \$15,000,000	H

Note: Only the letter designation will be published as part of the solicitation.

**2. CONSTRUCTION BID REQUIREMENTS:**

- A. The Construction Bid Form / Price Proposal Form is that form which is part of the contract documents and which sets forth the cost of the work, unit prices (if any), and alternates (if any).
- B. All bidders must comply with the following requirements:
- (1) Submit a price for each line item on the bid form. Bidders shall not provide any comments on the bid form. If comments are provided, the bid may be found non-responsive.
  - (2) Submit a bid bond in accordance with the requirements below.
  - (3) Complete and submit all required attachments.
  - (4) Submit the necessary MBE documents in accordance with the requirements below.
  - (5) Carefully review the entire solicitation and applicable instructions. If the solicitation is being conducted on eMarylandMarketplace (eMM), print out all forms and attachments because after bids are opened you will no longer have access to these materials.
  - (6) Bidders must read, and truthfully execute, a Bid/Proposal Affidavit and must submit it with the bid. The Contract Affidavit must be executed and submitted prior to the final award of the contract.
- C. Bids for construction projects being conducted by the Department are accepted solely online thru eMM unless the contract documents specifically direct otherwise.
- D. Any contractor calling itself a “joint venture” shall be, as between the contractor and the State, an ordinary partnership, whose partners are liable to the State as provided in Corporations and Associations Article, Title 9A, Subtitle 3 of the Annotated Code of Maryland.
- E. A bidder or contractor which is a partnership or joint venture must furnish the Department with a copy of the partnership or joint venture agreement prior to award.

**3. COMPONENTS OF THE BID:**

- A. Words not defined in these Instructions to Bidders but defined in the General Conditions shall have the meanings stated in the General Conditions.
- B. Definitions:
- (1) “Total Bid”: The Total Bid will include: (a) the Base Bid; (b) extended Unit Price calculations; and (c) Allowances. The Total Bid will exclude Alternates (Add or Deduct.) Alternates will be added (or deducted) in accordance with these Instructions to Bidders.
  - (2) “Base Bid”: The Base Bid is the price submitted on the Bid Form and will include the total cost to complete all of the work specified in the contract documents, not referenced as “Alternate” work, which shall include without limitation, labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc..
  - (3) “Unit Price”: A Unit Price is the cost per unit of measure specified for materials and labor. An extended Unit Price is the Unit Price multiplied by an estimated quantity specified in the contract documents. This cost, or extended Unit Price, shall be included in the Total Bid amount. Actual usage of Unit Price items will be verified by the Owner or Owner's representative. Adjustment to the contract sum based on actual verified usage will be made by Change Order.  
  
Should the contractor be required to perform Unit Price work in excess of the estimated quantity specified, an equitable adjustment shall be made to the contract price, subject to Sections 3.06 and 3.07 of the General Conditions. Similarly, should the contractor perform Unit Price work less than that estimated, an equitable adjustment shall be made to the contract price, subject to Sections 3.06 and 3.07 of the General Conditions.  
  
In determining the amount of any such adjustment to the contract price, the amount of the increase to the contract price will be calculated using the Unit Price bid by the contractor, or a reasonable price, whichever is less. The amount of any credit due the State will be calculated using the Unit Price bid by the contractor or a reasonable price, whichever is greater.  
  
A Unit Price bid shall be the sum total price per unit for such items to include without limitation all work, labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc.
  - (4) “Allowance”: An Allowance is a specified dollar amount to be included in the Total Bid. Allowances are established in lieu of specific requirements and defer selection of materials and equipment to a later date when additional design and/or specifications can be developed. Further information regarding Allowances is in Section 8.03 of the General Conditions.
  - (5) “Alternate”: An Alternate(s) is for a specific scope of work or material. Alternates may be Add or Deduct. The bid price for the Alternate shall represent only the amount bid for the work associated with the Alternate and shall be the sum total price to include without limitation all work, labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. Any Completion Schedule accepted by the Department shall include all Alternate work awarded. The process for selection and award of Alternates is explained in these Instructions to Bidders.

**4. BID BONDS (For bids over \$100,000):**

- A. When the sum of the total bid amount plus all add alternates, but excluding all deduct alternates, is in excess of \$100,000, a bidder must furnish, prior to the bid due date, a bid bond in an amount not less than five percent (5%) of the total bid amount plus all add alternates, but excluding all deduct alternates.
- B. DGS' preferred form of bid bond is part of the contract documents. Bid bonds must provide for minimum liability of the principal and surety in the amount provided in COMAR 21.06.07.02 D (2). Bonds shall be issued by a surety licensed by the Maryland Insurance Administration or by a surety that transacts business through an insurance agency licensed by the Maryland Insurance Administration. The contractor may not split its bid bond among multiple sureties or bonds.
- C. Forms of bid security other than bonds are not permitted.
- D. Bid bonds will not be returned to unsuccessful bidders.
- E. Bidder may submit paper or electronic bid bonds in accordance with applicable provisions of this solicitation; COMAR 21.06.07, and other applicable provisions of the law.

F. PAPER BID BONDS:

- (1) If the bidder chooses to submit a bid bond on paper, the bond must be submitted in accordance with this section.
- (2) Paper bid bonds must be received by DGS BPW Administration, Room M-6, 301 West Preston Street, Baltimore, Maryland 21201 prior to Bid Due Date and time. Marked on the envelope will be "Enclosed Bid Bond" and the DGS Project Number, Project Description (Project Title) and Bid Due Date. No other information is to be marked on the envelope.

G. ELECTRONIC BID BONDS:

- (1) If a bidder submits an electronic bid bond, it must be submitted in accordance with this section. Electronic bid bonds are also subject to Section 13-226 of the State Finance and Procurement Article of the Annotated Code of Maryland; COMAR 21.06.07; applicable provisions of Title 21 of the Commercial Law Article of the Annotated Code of Maryland; and other applicable laws.
- (2) A copy of the electronic bid bond must be attached to the bid submitted in eMarylandMarketplace and must be accompanied by a properly executed power of attorney. The electronic version of the bond and power of attorney attached to the bid and any electronic or printed copies of them shall be enforceable and admissible in evidence in all proceedings to the same extent as the original electronic bond and power of attorney.
- (3) Once a bid is submitted in eMarylandMarketplace with a bid bond attached to it, the bid bond shall be binding and enforceable against the principal and the surety until the contract award has been completed. Bid bonds may not be revoked, rescinded, or withdrawn by the bidder or the surety after bids are opened. Bidders and their sureties will have no liability on bid bonds after the contract is awarded, executed by the State, and sent to the successful bidder.
- (4) The bid bond attached to the bid must reflect on its face that it has been executed on behalf of the principal and the surety with valid, authenticated, electronic signatures. The power of attorney attached to the bid bond must reflect on its face that it has been executed on behalf of the surety by the requisite officer(s) and upon proper authorization. It shall not be necessary for electronic bid bonds to be witnessed or attested on behalf of the principal or the surety unless otherwise required by the power of attorney accompanying the bond. Electronic signatures on the bond may be affixed with a PKI certificate or with a signature capture tablet. Powers of attorney may be submitted with a bid bond in PDF or other format. Authorization by the surety in a power of attorney of the use of facsimile seals or signatures shall constitute authorization by the surety of the attachment of the power of attorney to a bid bond by electronic means, including in PDF or other format. [Please be advised, as a result of a feature of eMarylandMarketplace, bonds submitted via iAutomate Erlon and TABS may not display digital signatures when opened directly from the bid in eMarylandMarketplace, even though the signatures are present. The digital signatures may be viewed by saving the bond (without opening it) as a Word document. When the saved version is then opened, the electronic signatures are viewable. DGS will accept such bonds submitted via iAutomate Erlon and TABS provided they otherwise comply with the requirements of this section and are otherwise acceptable and responsive.]
- (5) Electronic bid bonds may only be submitted through companies approved by the Department of General Services. This is to protect bidders from submitting electronic bonds which do not comply with the terms of this solicitation or with Maryland procurement law. Electronic bonds provided through unapproved sources may be rejected as non-responsive. DGS does not warrant the adequacy or responsiveness of any services or bonds actually provided through any of the approved providers.
- (6) Bidders should contact their local bonding agents or surety representatives for information concerning the submission of electronic bid bonds through providers approved by DGS.

- (7) The following companies have been approved by DGS for submission of electronic bid bonds (firms are listed here in the order in which they contacted the Department, not on the basis of any preference):
- (a) InSure Vision Technologies, LLC  
5170 Sepulveda Blvd., Suite 200  
Sherman Oaks, CA 91403  
Contact: Beverly Hall 818-783-3460  
Product: SurePath
  - (b) Surety 2000 Corp.  
100 Terminal Drive  
Plainview, NY 11803  
Contact: Lisa Clemons  
Phone number: 866-660-3299  
E-mail: lisa@surety2000.com  
Website: www.surety2000.com  
Product: Surety 2000
  - (c) HMS Insurance Associates, Inc.  
In association with  
Workgroup Technology Partners, Inc.  
10751 Falls Road, Suite 256  
Lutherville, MD 21093  
Contact: Brian Wilcox 410-337-9755  
Product: iAutomate Erlon
  - (d) Blair Business Systems  
4 Duncan Lane  
Bryn Mawr, PA 19010  
Contact: Darryl F. Taylor 610-527-4817  
Product: Totally Automated Bond Systems (TABS)
- (8) Nothing in these provisions changes requirements of the law concerning the responsiveness of bids. Bids accompanied by materially defective bid bonds or powers of attorney will be rejected as non-responsive.

**H. BONDING ASSISTANCE OFFERED BY THE MARYLAND SMALL BUSINESS DEVELOPMENT FINANCING AUTHORITY (MSBDFA) (Program for Maryland Businesses Only)**

The Maryland Small Business Development Financing Authority (MSBDFA) was created by the Maryland General Assembly in 1978 to assist in the development of socially or economically disadvantaged entrepreneurs in the creation of Maryland businesses. MSBDFA's financing activity is supported through the repayment of loans, generation of interest income and the collection of fees. Please see below for a brief description of some of the programs administered by the MSBDFA:

- (1) **CONTRACT FINANCING PROGRAM (CFP)** - This program provides financial assistance to eligible businesses in the form of a direct loan or the guaranty of loans made by a financial institution. These funds may be used for working capital and the acquisition of equipment needed to begin, continue or complete work on contracts where a majority of funds are provided by a federal, state or local governments or utilities regulated by the Public Service Commission. Financing in either form is limited to \$1,000,000 and must be repaid during the term of the contract. Interest rates generally range from the prevailing prime rate up to prime plus two percent. Applicants may qualify for financing prior to contract award.
- (2) **SURETY BOND PROGRAM (SBP)** - This program assists eligible small businesses in obtaining bid, performance or payment bonds necessary to perform on contracts where the majority of funds are also provided by a government agency or public utility. SBP directly issues bid, performance or payment bonds or guarantees a surety's losses incurred as a result of the contractor's breach of a bid, performance or payment bond. Additionally, SBP guarantees a surety's losses incurred as a result of the contractor's breach of a bid, performance or payment bond. Bonds that are directly issued are limited to \$5,000,000. Guaranties are limited to the lesser of ninety percent (90%) of the amount of the bond or \$1,350,000. Guaranties on the bonds remain in effect for the duration of the surety's exposure under the bond. Bonds issued directly by the SBP will remain in effect for a period consistent with that of a regular commercial surety contract. A surety bond line may be established to directly issue or guaranty multiple bonds to a principal within pre-approved terms, conditions and limitations.

- (3) **GUARANTY FUND PROGRAM (GFP)** - This program provides financial assistance to eligible businesses in the form of loan guaranties and interest rate subsidies to financial institutions for long term loans and short term lines of credit. A loan guaranty cannot exceed the lesser of eighty percent (80%) of the loan or \$1,000,000. The term of the loan cannot exceed ten (10) years with the maximum interest rate of prime plus two percent. Loan proceeds can be used, among other things, for working capital, the acquisition and installation of machinery or equipment and the purchase or improvements to real property owned or leased by the applicant. GFP can also subsidize up to four percentage points of the interest rate being charged by the financial institution making the loan. The subsidy is subject to an annual review. Terms of repayment of the subsidy are negotiated directly with the borrower.
- (4) Contractors and subcontractors requiring MSBDFA assistance should contact the:
- MERIDIAN MANAGEMENT GROUP, INC.**  
MARYLAND SMALL BUSINESS DEVELOPMENT FINANCING AUTHORITY (MSBDFA)  
826 E. Baltimore Street  
Baltimore, Maryland 21202  
Phone - In-State 410-333-2548  
Fax Number: 410-333-2552  
Email Address: [contact@mmggroup.com](mailto:contact@mmggroup.com)  
Website: <http://www.mmggroup.com/contact.html>

**5. PAYMENT TO CONTRACTORS:**

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

**6. PAYMENT TO CONTRACTORS BY ELECTRONIC FUND TRANSFER (EFT) FOR AWARDS OVER \$200,000:**

EFT applies to contracts over \$200,000 for which payments are made through the State Comptroller. For awards over \$200,000, EFT will be used by the State to pay the contractor unless the State Comptroller's Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder agrees to accept payments by EFT unless the State Comptroller's Office grants an exemption. After award of a contract, the selected bidder shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/)

Note: Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form.

**7. SITE INVESTIGATION:**

See Section 3.04 of the General Conditions.

**8. BID OPENING:**

- A. Bids will be opened electronically in eMarylandMarketplace as soon as practicable after the deadline for receipt of bids in the solicitation.
- B. Competitive Sealed Bids not conducted electronically will be opened in public at the time and place stated in the solicitation.
- C. This subsection C applies only when a solicitation permits the submission of bids or any necessary bid documents by means other than electronic submission on eMarylandMarketplace. From time to time, unforeseen circumstances may cause the State Office Building (301 W. Preston Street, Baltimore MD) to be closed to the public. If in the event of such closure, if the State Office Building is not open to the public at least one (1) full hour immediately preceding the deadline established in the contract documents for receipt of bids or offers, the deadline for the receipt of bids or offers will be extended automatically, without further action or notice by the Procurement Officer being necessary, to the next regularly scheduled business day at the same time and location.
- D. Any bid received after the due date and time set in the solicitation is late and cannot be considered.

**9. DOCUMENT SUBMISSION REQUIREMENTS AFTER THE BID OPENING:**

- A. Upon notification by the Procurement Officer that the bidder is the apparent low bidder, that bidder shall fully complete and return to the Procurement Officer the Qualification Questionnaire or other similar type of questionnaire. Failure to complete and return the required documents may result in a determination that the bidder is not responsible and bid rejection.
- B. The apparent low bidder shall also submit any other requested documentation.
- C. If the State of Maryland or other regulatory body requires a license or certificate to perform the services required, a copy of the license or certificate shall be submitted to the Procurement Officer.

**10. TIME FOR BID ACCEPTANCE:**

Unless otherwise provided in the solicitation, bid prices are irrevocable for a period of ninety (90) days following bid opening. After opening bids, the Procurement Officer may request bidders to extend the time during which the State may accept their bids, provided that, with regard to bids, no other change is permitted.

**11. ALL NON-RESIDENT BIDDERS**

As set forth in §14-401 of the State Finance and Procurement Article of the Annotated Code of Maryland, a non-resident bidder submitting a bid shall attach to its bid a copy of the current statute, resolution, policy, procedure, or executive order of the resident State of the non-resident bidder that pertains to that state's treatment of non-resident bidders.

**12. RIGHT TO REJECT BIDS AND WAIVE IRREGULARITIES/INFORMALITIES:**

The State reserves the right to cancel a solicitation, to reject any and all bids, and to waive any minor irregularity in a bid in accordance with COMAR 21.06.02.

**13. DISCREPANCIES:**

Should a bidder find discrepancies in the contract documents, or should he be in doubt as to the meaning or intent of any part thereof, he must, prior to the bid opening: (a) request and receive clarification from the Procurement Officer (who will issue a written addendum if necessary); or (b) file a protest. Failure of the bidder to request clarification will constitute a waiver of any claim by the bidder for expenses or costs of complying with the Procurement Officer's interpretation of the contract documents after contract award. Only written addenda issued by the Procurement Officer are binding on the State. Oral or other written explanations from the State before bid opening will not be binding on the State.

**14. MODIFICATIONS AND WITHDRAWAL OF BIDS:**

- A. Withdrawal or modification of bids will be allowed only as provided in COMAR 21.05.02.09 and .10.
- B. Mistakes in bids may be corrected only as provided in COMAR 21.05.02.12.

**15. PUBLIC INFORMATION ACT:**

Bidders must identify those portions of their bids which they deem to be confidential or proprietary information or trade secrets and must provide, upon demand by the Department, justification for why such materials should not be disclosed by the State upon request under the Maryland Public Information Act, §§10-611, et seq., of the State Government Article of the Annotated Code of Maryland.

**16. AWARD OF CONTRACT:**

- A. Unless otherwise stated in the contract documents, the basis of award will be to the responsible bidder submitting the lowest responsive Total Bid including any alternates awarded.
- B. If notified by the Procurement Officer of the Department's Intent to Award, the bidder shall submit the following to the Department of General Services, Contract Services Division, Room M-6, 301 W. Preston Street, Baltimore, MD 21201:
- (1) An executed contract (Blanket Purchase Order)
  - (2) Certificate of Insurance
  - (3) Contract Affidavit
  - (4) Performance and Payment Bonds, (if the Total Intended Award value is in excess of \$100,000).
  - (5) Any necessary MBE forms and documentation as directed by the DGS MBE office.

**Failure to submit these documents within 10 days of the notification of "Intent to Award" may result in the rejection of your bid and the Department will not be responsible for bonding costs incurred by the bidder.**

- C. The Department will not execute any contract unless, and until, all approvals required by law are obtained.
- D. The State reserves the right to apply, before or after award of the contract, any reciprocal preference for Resident Bidders as set forth in §14-401 of the State Finance and Procurement Article of the Annotated Code of Maryland, at no additional cost to the State. See also COMAR 21.05.01.04.
- E. If alternates are solicited, one or more alternates may be awarded at the discretion of the Department in the order in which the alternates are listed in the Solicitation; provided that in the event the State lacks funds for award of the base bid and any succeeding alternate, the State in its discretion may forego the award of the alternate for which funds are not available but may award one or more succeeding alternates for which funds are available.

**17. EXECUTION OF CONTRACT:**

- A. Upon the Department's notification of Intent to Award following a bid, the Procurement Officer may issue a Blanket Purchase Order ("BPO"), in a form to be determined by the Department. Both parties shall execute this document as the embodiment of the contract between the parties.
- B. In the event of a conflict between provisions of the solicitation documents and the BPO, the controlling provisions shall be, in the following order, those of: the solicitation documents; the BPO; and then the bid.
- C. As a prerequisite to execution of the contract, the bidder shall have furnished the following in the form and content required by the General Conditions: (1) Performance and Payment Bonds (if required); (2) Certificates of Insurance; (3) Contract Affidavit; and (4) all other documents required by the contract documents to be furnished by the contractor as a condition of award. For minimum insurance requirements under this contract please see Section 6.05 of the General Conditions.
- D. The Department will execute the contract within 90 days following receipt and approval of all documents required. The Department will only execute the contract following and receipt of all approvals required by law. After execution, the Department will forward the contractor a signed copy of the contract. In the event the Department fails to execute the contract within the 90 day period, the contractor will have, as its only remedy, the option: a) to declare the contract void without any liability or obligation by the State to the contractor, or b) to accept an extended period for execution by the State at no additional cost to the State.

**18. CONTRACTOR'S FAILURE TO EXECUTE CONTRACT:**

Failure of the contractor to execute the contract and submit all documents required within the time provided shall be just cause for the payment of the penal sum of the bid bond or other security to the Department. In the event that the damages sustained by the State exceed the amount of the bid security, the State reserves the right to proceed against the contractor for the balance of its damages, which shall include any and all costs of obtaining the work from another source, including additional administrative costs, architects fees, and other costs and expenses. In the alternative, if the contractor executes the contract but fails to furnish other required documents, the State may treat the contractor's failure to furnish the required documents as a default of the contract and may terminate the contract for default under the General Conditions and avail itself of any other remedy provided by the contract.

**19. PERFORMANCE AND PAYMENT BONDS:**

- A. Performance and Payment Bonds are required when the amount of the contract, including the base bid and any alternates awarded, is in excess of \$100,000. Performance and Payment Bonds shall each be in the full amount of the contract price. Performance and Payment Bonds are subject to the applicable provisions of COMAR 21.06.07.
- B. Performance and payment security shall be in the form of bonds only - no other form of security will be permitted.
- C. The contractor may not split its performance or payment bonds among multiple sureties.
- D. Prior to the award of the contract, the State will provide the contractor with copies of the required Performance and Payment Bond forms (see COMAR 21.07.02.10). Submission of other forms is not acceptable. The bonds must be executed and returned to the Department. Premiums for the bonds shall be paid by the contractor.
- E. The Department may reject a bid on the ground that the bidder is not responsible if the bidder fails to furnish Performance and Payment Bonds from a surety which the Department determines has in the past responded diligently and in good faith to bond claims of the State or of subcontractors and suppliers.
- F. At the direction of the Department, the contractor may be required to increase the amount of the penal sum of Performance or Payment Bonds; for such increases, the contractor will be reimbursed by the State in the amount of the actual increased bond cost incurred by the contractor. Whenever the amount of the contractor's bonds is increased at the State's request, the State must receive proof of the increase in satisfactory form from the surety. The State will not be liable to the contractor for any increase in bonds not requested by the State.
- G. Performance Bonds:
  - (1) The State may declare the contractor to be in default, so as to obligate the surety to perform as required by the Performance Bond, with or without terminating the contract for default.
  - (2) If the State declares the contractor to be in default, the surety has no right to require the State to contract with a contractor of the surety's choosing. The surety must either: (a) complete the project or cure the default; or (b) allow the State to complete the project or cure or remedy the default, with the surety to remain liable to the State for excess completion costs and other damages incurred.
  - (3) If the State terminates the contract for default, the State has the right to prohibit the surety from using the terminated contractor to complete the work or any part of it.

**20. ARREARAGES TO STATE:**

By submitting a response to this solicitation, a bidder represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract, if selected for award.

**21. MINORITY BUSINESS ENTERPRISE REQUIREMENTS:**

The following forms must be received by the Department of General Services, BPW Administration, Room M-6, 301 West Preston Street, Baltimore, Maryland 21201 prior to the deadline for receipt of bids:

DGS-MBE-01A Certified MBE Utilization and Fair Solicitation Affidavit  
DGS-MBE-03C MBE Participation Schedule

If delivered in person, or mailed, the envelope shall be marked "Enclosed MBE Forms" and provide the DGS Project Number, Project Title, and Bid Due Date. No other information is to be marked on the envelope. These forms must be received by the Department prior to bid due date and time. Failure of the bidder to submit these properly completed forms shall result in the bid being rejected as non-responsive.